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OF COUNSEL
URBAN A. LESTER

SURFACE TRANSPORTATION BOARD

November 17, 2009

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S W
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Partial Termination of Equipment Schedules No. 7, 8 and 9 to Master Lease Agreement, dated as of November 16, 2009, a secondary documents as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Memoranda of Leases previously filed with the Board under Recordation Numbers 20578 (Schedule No. 7), 20653 (Schedule No. 8), 20679 (Schedule No. 9) and the Memorandum of Assignment filed under Recordation Numbers 20653-B, 20578-B and 20679-B.

The names and addresses of the parties to the enclosed documents are:

Lessor. Manufacturers and Traders Trust Company
(successor by merger to M&T Credit Services, LLC,
successor by merger M&T Credit Corporation, successor in
interest to Manufacturers and Traders Corporation, successor-
by-merger to Allfirst Bank, formerly known as The First National
Bank of Maryland)
25 South Charles Street
Baltimore, MD 21202

[Lessee: ExxonMobil Oil Corporation (successor-in-interest to
Mobil Oil Corporation)
3225 Gallows Road
Fairfax, VA]

Chief
November 17, 2009
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A description of the railroad equipment covered by the enclosed documents is:

Schedule No. 7 - 62 railcars TERMINATED: MBLX 2801 - MBLX 2808, MBLX 3801 - MBLX 3808 and within the series MBLX 028080 - MBLX 028139 as more particularly set forth in the attachment to the document;

Schedule No. 8 - 12 railcars TERMINATED within the series MBLX 28081 - 28144 as more particularly set forth in the attachment to the document; and

Schedule No. 9 - 26 railcars TERMINATED: MBLX 3809 and MBLX 3810 and within the series MBLX 2809 - MBLX 2833 as more particularly set forth in the attachment to the document.

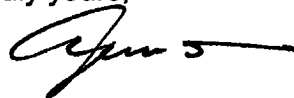
A short summary of the document to appear in the index is:

Memorandum of Partial Termination of Equipment Schedules No. 7, 8 and 9 to Master Lease Agreement

Also enclosed is a check in the amount of \$41 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned

Very truly yours,



Robert W Alvord

RWA/sem
Enclosures

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MEMORANDUM OF PARTIAL TERMINATION
OF EQUIPMENT SCHEDULES NO. 7, 8 AND 9
TO MASTER LEASE AGREEMENT

SURFACE TRANSPORTATION BOARD

(Surface Transportation Board)

THIS MEMORANDUM OF PARTIAL TERMINATION OF EQUIPMENT SCHEDULES NO. 7, 8 and 9 TO MASTER LEASE AGREEMENT (this "Memorandum") is given as of this 16th day of November, 2009, by MANUFACTURERS AND TRADERS TRUST COMPANY (successor-by-merger to M&T Credit Services, LLC, successor-by-merger to M&T Credit Corporation, successor-in-interest to Manufacturers and Traders Corporation, successor-by-merger to Allfirst Bank, formerly known as The First National Bank of Maryland) (the "Lessor"), witnesseth:

WHEREAS, the Lessor, as lessor, and ExxonMobil Oil Corporation (successor-in-interest to Mobil Oil Corporation) (the "Lessee"), as lessee, are parties to those certain Equipment Schedule No. 7 dated March 19, 1997 ("Schedule No. 7"), Equipment Schedule No. 8 dated April 25, 1997 ("Schedule No. 8"), and Equipment Schedule No. 9 dated May 9, 1997 ("Schedule No. 9"), each between the Lessor, as lessor, and the Lessee, as lessee, and each to the Master Lease Agreement dated April 28, 1994 and further identified as Mobil #94-0028-JPF between the Lessor, as lessor, and the Lessee, as lessee (as amended, modified or supplemented, collectively the "Leases"). Memoranda of the Leases were filed with the Surface Transportation Board (the "STB") as follows: Memorandum of Railcar Lease Agreement dated as of March 19, 1997 bearing the STB Recordation No. 20578 (re: Schedule No. 7), Memorandum of Railcar Lease Agreement dated as of April 25, 1997 bearing the STB Recordation No. 20653 (re: Schedule No. 8), and Memorandum of Railcar Lease Agreement dated as of May 9, 1997 bearing the STB Recordation No. 20679 (re: Schedule No. 9), each by and between the Lessor, as lessor, and the Lessee, as lessee, each as assigned by Manufacturers and Traders Trust Company to M&T Credit Corporation as evidenced by that certain Memorandum of Assignment dated as of July 7, 2003 bearing the STB Recordation Nos. 20653-B, 20578-B, and 20679-B (re: Schedules No. 7, 8 and 9) (collectively, the "Memoranda of Leases").

WHEREAS, upon request of the Lessee, the Lessor partially terminated the Leases with respect to the railcars described in Exhibit A attached hereto and made a part hereof (collectively, the "Terminated Railcars") under the terms and conditions of the Request to Partially Terminate Leases and Partially Prepay Debt, and Consent dated as of November 16, 2009 from the Lessee and Exxon Mobil Corporation and the Agreement for Partial Termination of Leases dated as of November 16, 2009 by and between the Lessor and the Lessee (the "Agreement for Partial Termination of Leases").

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor hereto submits the following:

1. The Lessor releases any lien against the Terminated Railcars created by or arising out of the Leases and the Memoranda of Leases.

2. This Memorandum does not affect any right of the Lessor to, or the lien of the Lessor evidenced by the Memoranda of Leases on, any of the remaining railcars subject to the Leases and the Memoranda of Leases or affect any right of the Lessor or Lessee to any surviving obligations of the other with respect to the Terminated Railcars under any of the Leases or the Agreement for Partial Termination of Leases.

3. This Memorandum shall be recorded with the STB so as to record the release of the lien against the Terminated Railcars constituted by the Leases and the Memoranda of Leases.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Lessor has caused this Memorandum to be duly executed under seal as of the date first above written.

WITNESS:

MANUFACTURERS AND TRADERS
TRUST COMPANY,

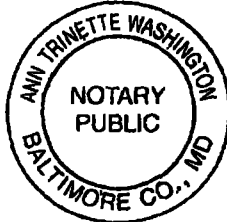
H. Leary

By: Jeffrey A. Millard (SEAL)
Jeffrey A. Millard
Vice President

State of Maryland, City of Baltimore, TO WIT:

On this 13th day of November, 2009 before me personally appeared Jeffrey A. Millard, to me personally known, who being by me duly sworn, says that he is the Vice President of MANUFACTURERS AND TRADERS TRUST COMPANY, that said instrument was signed on behalf of said company, by authority of its Board of Directors, and that he acknowledged that the execution of the foregoing instruments was the free act and deed of said company.

IN WITNESS WHEREOF I have set my hand and seal.



(SEAL)

ANN TRINETTE WASHINGTON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 10/12/2012

Ann Trinitte Washington
Notary Public

My Commission Expires:

Exhibit A

DESCRIPTION OF TERMINATED RAILCARS

The lube tank railcars bearing the following railcar marks and numbers:

Schedule No. 7:

Forty-six single compartment 27,755 gallon capacity lube tank railcars bearing road marks as follows:

MBLX	028080
MBLX	028082
MBLX	028087
MBLX	028088
MBLX	028089
MBLX	028091
MBLX	028092
MBLX	028093
MBLX	028094
MBLX	028095
MBLX	028096
MBLX	028097
MBLX	028098
MBLX	028099
MBLX	028100
MBLX	028101
MBLX	028102
MBLX	028103
MBLX	028105
MBLX	028106
MBLX	028108
MBLX	028109
MBLX	028110
MBLX	028111
MBLX	028112
MBLX	028113
MBLX	028114
MBLX	028116
MBLX	028117
MBLX	028118
MBLX	028119
MBLX	028120
MBLX	028121
MBLX	028123
MBLX	028124
MBLX	028125
MBLX	028126

MBLX 028127
MBLX 028128
MBLX 028129
MBLX 028130
MBLX 028131
MBLX 028132
MBLX 028133
MBLX 028136
MBLX 028139

Eight (8) double compartment, 26,950 gallon capacity lube tank railcars bearing road marks as follows:

MBLX 002801
MBLX 002802
MBLX 002803
MBLX 002804
MBLX 002805
MBLX 002806
MBLX 002807
MBLX 002808

Eight triple compartment, 26,483 gallon capacity lube tank railcars bearing road marks as follows:

MBLX 003801
MBLX 003802
MBLX 003803
MBLX 003804
MBLX 003805
MBLX 003806
MBLX 003807
MBLX 003808

Schedule No. 8:

Twelve (12) single compartment 27,755 gallon capacity lube tank railcars bearing road marks as follows:

MBLX 028081
MBLX 028104
MBLX 028115
MBLX 028122
MBLX 028134
MBLX 028135
MBLX 028137
MBLX 028138
MBLX 028140
MBLX 028141

MBLX 028143
MBLX 028144

Schedule No. 9:

Twenty-four (24) double compartment, 26,950 gallon capacity lube tank railcars bearing road marks as follows:

MBLX 002809
MBLX 002810
MBLX 002811
MBLX 002812
MBLX 002813
MBLX 002814
MBLX 002815
MBLX 002816
MBLX 002817
MBLX 002818
MBLX 002819
MBLX 002820
MBLX 002822
MBLX 002823
MBLX 002824
MBLX 002825
MBLX 002826
MBLX 002827
MBLX 002828
MBLX 002829
MBLX 002830
MBLX 002831
MBLX 002832
MBLX 002833

Two (2) triple compartment, 26,483 gallon capacity lube tank railcars bearing road marks as follows:

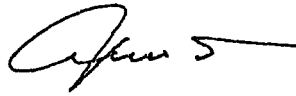
MBLX 003809
MBLX 003810

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: _____

11/17/09



Robert W Alvord